



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, December 21, 2021

Via Remote Teleconference

1000 E. Port Marina Drive, Hood River

5:00 P.M.

Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit) (*Genevieve Scholl, Page 3*)
 2. Recognition of the Retirement of Chief Financial Officer, Fred Kowell
 3. Consent Agenda
 - a. Approve Minutes from the November 16 and December 7, 2021 Regular Sessions (*Patty Rosas, Page 5*)
 - b. Approve Lease with Crestline Construction in the Marina Park #1 Building (*Greg Hagbery, Page 13*)
 - c. Approve Amendment to Utility Easement Agreement with Northwest Pipeline, LLC on the Bridge (*Michael McElwee, Page 29*)
 - d. Approve Amendment to Utility Easement Agreement with Spectrum Pacific West, LLC on the Bridge (*Michael McElwee, Page 29*)
 - e. Approve Amendment to Utility Easement Agreement with United Telephone Company of the Northwest DBA CenturyLink Corporation on the Bridge (*Michael McElwee, Page 29*)
 - f. Approve Contract with Fred Kowell for Financial Consulting Services Not to Exceed \$25,000 (*Michael McElwee, Page 37*)
 4. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 43*)
 - b. Underwater Pier Inspection Report, Mark Libby, HDR Engineering (*Michael McElwee, Page 53*)
 5. Presentations & Discussion Items
 - a. Bridge Replacement Project Cost Estimate Update (*Kevin Greenwood, Page 61*)
 6. Executive Director Report (*Michael McElwee, Page 63*)
 7. Commissioner, Committee Reports
 - a. Airport Advisory Committee, December 16 (*Streich, Gehring*)
 8. Action Items
 9. Confirmation of Commission Directives to Staff
 10. Commission Call
-
11. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 12. Possible Action
 13. Adjourn

If you have a disability that requires any special materials, services, or assistance, please contact us at 541,386,1645 so we may arrange for appropriate accommodations.

*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

MEMORANDUM

To: Port of Hood River
From: Eric Stasak – Northwest Family Team dba – Remedy Café, Hood River
Date: 12/17/2021
Re: Preliminary Review for Hood River Waterfront
Food Cart Mini-Court
400 Portway Ave, Hood River, OR 97031

Port of Hood River Board Members –

Thank you for your significant work over many years that has created our beautiful Hood River waterfront development, which has resulted in increased community member and tourist visitation and enjoyment.

In the interest of meeting the increased demand for food and beverage offerings at the waterfront, providing additional direct means for local businesses to serve Hood River waterfront visitors, and supporting the Hood River community at large, I would like to request a preliminary review for creating an attractive, mini-food court at 400 Portway Ave at the Hood River waterfront.

For years, I have received customer feedback at my Remedy Café on 3rd Street, that it would be very beneficial for visitors to have increased access and more variety of high quality food and beverage service at the Hood River waterfront. My customers have spoken of the importance to them of not having to contend with the logistics of getting to food and beverage offerings downtown, once they have parked their vehicles for the day at the waterfront. This would also perhaps aid in reducing unnecessary traffic in the downtown areas during peak days in the summer.

Perhaps there is potential to create a very attractive, mini food truck /cart court at 400 Portway Ave, that could be created with minimal resources and infrastructure improvements required, that would aid in satisfying the high volume food and beverage needs of waterfront visitors from May / June – August / September?

In the interest of the community and visitors alike, I would like to understand if it would be possible to create such a modest, low impact food service area, as mentioned.

Thank you for your consideration and your ongoing hard work at making the Hood River waterfront such an important, high quality destination for both local community members and visitors.

Sincerely -

Eric Stasak
Remedy Café

For Conceptual Work Only
 Preliminary
 400 Portway Ave, Hood River
Possible Food Court Area



Possible, low-impact, low cost of implementation, mini-food court area

Project Benefits -

- Increase high quality food and beverage availability to waterfront visitors in summer months.
- Improve waterfront visitor experience by reducing wait-time at existing food and beverage establishments.
- Improve waterfront visitor experience by eliminating need to drive to get food and beverage.
- Aid in the reduction of downtown traffic during peak summer months resulting from waterfront visitors, searching for food and beverage in downtown.
- Offer local businesses additional means to serve waterfront visitors.

E. Stasak
 Remedy Café Owner
 12-17-21

THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.

**5:00 p.m.
Regular Session**

Present: Commissioners: Ben Sheppard, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Genevieve Scholl, Greg Hagbery, and Patty Rosas.

Guests: None

Absent: Kristi Chapman

Media: None

1. **Call to Order:** Commissioner Ben Sheppard called the meeting to order at 5:01 p.m.
 - a. **Modifications or additions to the agenda:** Move 3(e) to 8(f).
2. **Public Comment:** Written public comment included in packet from Eric Cohn. McElwee noted that the Facilities crew are concerned they would not be able to accommodate Mr. Cohn's request in a reasonable way. Commissioner Fox suggested that staff meet with Mr. Cohn at the location of the speed bump with his vehicle. John Mann offered to meet with Mr. Cohn.
3. **Consent Agenda:**
 - a. Approve Minutes from the November 2, 2021 Regular Session with modifications.
 - b. Ratify Contract with Bulldog Welding
 - c. Ratify Contract with Duffy Group for CFO Search
 - d. Authorize Letter of interest for USACOE Planning Assistance to State Grant for Habitat Evaluation of the Hood River Mouth
 - e. Approve Accounts Payable to Jaques Sharp in the Amount of \$16,975

Motion: Approve Consent Agenda

Move: Mike Fox

Second: Heather Gehring

Discussion: Commissioner Fox asked if the funds for the semi-annual bridge deck welding was coming from the bridge repair and replacement fund revenue from the 2018 toll increase. Fred Kowell responded yes; all bridge maintenance is from tolls. Commissioner Fox suggested that there be further discussion regarding the segregation of bridge repair and replacement funds. Commissioner Sheppard agreed to make this a discussion topic at an upcoming meeting.

Vote: Unanimous

4. **Informational Reports:** None.

5. **Presentations & Discussion Items:**

- a. **Potential Impacts to Port Recreational Properties related to Bridge Replacement** – Kevin Greenwood reported that during the Preliminary Cost Estimate (PCE) the Port's administrative building, maintenance building, boat, launch, trailer parking lot, Marina One Building and Marina Green were all being considered for laydown and construction access. Most of these assets are considered recreational properties (Section 6(f)) that were funded by the federal Land & Water Conservation Fund (LWCF) grants in the 1970s. Oregon Parks & Recreation Dept. (OPRD) regulates

the uses of these assets. Greenwood added that the previously established Section 6(f) park boundary was possibly agreed to by the Port at the time the grants were issued and changing the boundaries are not usually an option. WSP is following up with OPRD to learn more about the options available to the Port.

Commissioner Fox asked for clarification as to why a lawyer was looking into governance of the Bi-State Working Group (BSWG). Greenwood replied that the Port's legal counsel is preparing a memo on the changing status of the BSWG to be more advisory in nature. This is in reference to the initial MOU of the BSWG that did not have chairs and was more consensus-based. In the last 3-4 months co-chairs have been named to chair the committee and more formal votes are being taken. There is some concern whether the BSWG is a public body and would need to conform to public meeting rules.

- b. **Commissioner Fox Discussion Items Related to Bridge Replacement** – Commissioner Fox presented a draft preliminary project funding chart. It was requested that the funding requirements table be adjusted to include three new sections entitled funding sources. Additional sections would be Oregon, Washington, and Federal Based. Multiple columns within each section would highlight individual programs. Potential funding amounts would be included in the various years where funding would likely be obtained. Michael McElwee clarified that the summary provided by the BSWG is not accurate regarding what was pointed out as a reference to Connect Oregon, which is a state program that was reauthorized by the legislature in the last session. The notice of funding availability was received and was carefully reviewed. The BSWG was told that the funding was not possible. This project was not in alignment with the funding criteria. McElwee commented that in staff's opinion the funding chart was not realistic. McElwee added that staff will work with lobbyists to identify potential funding sources and years in which potential funding may be obtained, and approximate cash flow requirements, in the format that was requested by the BSWG. The document will be presented to the BSWG by their next meeting on December 13. Commissioner Fox added that the document will need to be updated periodically.

Commissioner Fox commented that several BSWG members requested more information related to the existing bridge. The BSWG would like to know how much money has been accumulated yearly since the 2018 toll increase, and how much money has been spent to maintain the current bridge from this fund. McElwee clarified that the directive is for staff to prepare information about the 2018 toll increase including amounts that have accumulated within reserve accounts, identify how much money has been spent to maintain the bridge since 2018, highlighting capital and capital maintenance projects. Commission will be briefed at Fall Planning and the information will be presented to the BSWG at their next meeting on December 13.

Commissioner Fox presented a replacement bridge work plan that was developed by the BSWG for inclusion in Fall Planning. The work plan is more aggressive than what is currently included, but the BSWG feels it is necessary. McElwee commented that the document was very helpful and detailed, but the milestones were unrealistic, so he could not support the document. McElwee recommends that staff utilize the document and reflect a schedule that they think is achievable. A revised document would be presented at Fall Planning. Commissioner Fox suggested that staff consider the work plan items and develop an aggressive schedule that does not rely on past practices so that the replacement bridge is built as soon as practical. Commissioner Fox added that there is not a sense of urgency being conveyed to build a new bridge. Genevieve Scholl commented that from a communications public information standpoint they try to be as accurate and factual as possible in

all their public information. Staff needs time to make sure that messages are clear and that there is consensus from the entire board. Commissioner Sheppard asked if there is a public relations and communications plan specific to bridge replacement. Greenwood replied that there is an opportunity for communications with the Replacement Bridge Management Contract (RBMC). Scholl noted that staff anticipates a partnership with the PR team of the RBMC in the next Communications Plan update. McElwee stated that he is enormously proud of Port staff and the work they have done over the last few years. There has been significant progress that has been made with limited staff and resources. McElwee noted the directive for Port staff to update the work plan based on the memorandum recommendations and discuss with the Commission at Fall Planning.

Commissioner Fox commented that the BSWG discussed the idea of having an industry day via Zoom where potential RBMC companies could obtain an understanding of RBMC responsibilities and owner expectations. McElwee recommended not having an industry day prior to issuing an RFP, but rather to embed it in the RFP response process, as doing the event prior could delay the issuance of the RFP. Commissioner Fox does not believe there will be any delays doing industry day prior to the RFP and asked when they event could be scheduled. McElwee replied that it depends on the turnaround time from ODOT's review. Commissioner Fox expressed concern from the BSWG that the RFP's are not going out in good time and requested that the Executive Director lay out a detailed plan on how he is going to award this contract. Commissioners directed staff to issue the RBMC RFP and schedule a work session in December for further discussion, and coordinate industry day.

6. Executive Director Report:

- a. **Administration** – McElwee noted that Fall Planning will be held in person. Commissioners agreed.
- b. **Development/Property** – Kris Strickler, Director of ODOT signed on a half a million-dollar grant for E. Anchor Way from the Immediate Opportunity Fund.
- c. **Airport** – McElwee commented that Chris Robuck from the Noise Advisory Group has provided an analysis of the aviation activity at the airport. The delivery date for the new tank has been delayed and will likely not occur until January of 2022.
- d. **Bridge/Transportation** – Deck welding was completed on November 15, well ahead of schedule. McElwee thanked Bulldog Welding, John Mann, and the Facilities Department crews for their work.

7. Commissioner, Committee Reports:

- a. **Urban Renewal Agency** – Meeting was canceled.
- b. **Hood River County Energy Council** – Commissioner Fox presented the HRC Energy Council draft work plan and requested that Commissioners provide any ideas regarding energy conservation that could be added to the work plan. Commissioner Fox suggested making the new bridge sustainable. Commissioner Fox asked McElwee for an update regarding a letter of support for a carbon offset program. McElwee stated that Bernard Seeger had contacted McElwee asking for his opinion on the carbon offset program. McElwee suggested to Seeger that he reach out to the Energy Council. Commissioner Fox added that the purpose of the carbon offset program is to tax, if you are a carbon producer. The cost of carbon products would increase substantially, and the tax would be rebated back to families as an offset. Commissioner Fox is looking for guidance on how to vote on this matter. Commissioner Shepard replied that this topic would require proper study and vetting before making any decision.

Commissioner Fox requested clarification on the organizational chart and noted that the RBMC would be a direct report to the Executive Director not to the Project Director. McElwee replied that the change can be made but clarified that RBMC would not be supervising the Bridge Replacement Project Director.

8. Action Items:

- a. **Approve 2022 Waterfront Paid Parking Rate Schedule** – Daryl Stafford presented the 2022 schedule of rates and charges for Waterfront parking.

Motion: Approve 2022 Schedule of Rates & Charges for Waterfront Parking.
Move: Heather Gehring
Second: Mike Fox
Discussion: None
Vote: Unanimous

- b. **Approve 2022 Waterfront Event Rate Schedule** – Daryl Stafford presented the 2022 event rate schedule.

Motion: Approve 2022 Event Rate Schedule.
Move: Mike Fox
Second: Hoby Streich
Discussion: None
Vote: Unanimous

- c. **Approve 2022 Airport T-Hangar Lease Rate Schedule** – Daryl Stafford presented 2022 annual rate increase for the T-Hangars.

Motion: Approve 10% increase for the 2022 Airport T-Hagar Rates.
Move: Heather Gehring
Second: Mike Fox
Discussion: None
Vote: Unanimous

- d. **Approve 2022 Marina Moorage Rate Schedule** – Daryl Stafford presented the 2022 Marina Moorage Lease Rate Schedule.

Motion: Approve 12% increase for the 2022 Marina Moorage Lease Rate Schedule.
Move: Mike Fox
Second: Heather Gehring
Discussion: None
Vote: Unanimous

- e. **Approve Resolution 2021-22-3 Authorizing Application to the EDA FY 2021 American Rescue Plan Act Economic Adjustment Assistance Grant Program for Lot #1 Infrastructure Relocation and Road Construction.**

Motion: Approve Resolution 2021-22-3 authorizing submission of an application to the EDA FY 2021 American Rescue Plan Act Economic Adjustment Assistance grant program and

confirming the availability of matching local funds for the road and utility infrastructure project on Lot 1.

Move: Hoby Streich

Second: Mike Fox

Discussion: None

Vote: Unanimous

- f. **Approve Amendment No. 2 Contract with Steve Siegel for Consulting Services related to Lot #900 MOU Negotiations** – McElwee provided a brief overview of the contract amendment with Siegel Consulting.

Motion: Approve Amendment No. 2 to contract with Siegel Consulting for real estate consulting services associated with Lot #900.

Move: Mike Fox

Second: Heather Gehring

Discussion: Commissioner Fox suggested that Greg Hagbery be part of the process as a learning opportunity. Commissioner Streich noted that he requested to pull this item from the Consent Agenda to make clear that he is not in favor of ground leasing Lot# 900.

Vote:

Mike Fox – Aye

Heather Gehring – Aye

Ben Sheppard – Aye

Hoby Streich – Nay

9. Confirmation of Commission Directives to Staff:

- a. John Mann will meet with Eric Cohn to discuss the speed bumps.
- b. Staff will prepare information about the 2018 toll increase including amounts that have accumulated within reserve accounts, identify how much money has been spent to maintain the bridge since 2018, highlighting capital and capital maintenance projects.
- c. Staff will work with lobbyists to identify potential funding sources and years in which potential funding may be obtained, and approximate cash flow requirements, in the format that was requested by the BSWG.
- d. Staff will update the work plan based on the memorandum recommendations and discuss with the Commission at Fall Planning.
- e. Staff will issue the RBMC RFP and schedule a work session in December for further discussion, and coordinate industry day as part of the RFP response process. Executive Director will lay out a detailed plan on the process for response evaluation and award of contract.
- f. Staff will revise organizational chart per Commissioner Fox's request.

10. Commission Call: None

- 11. Executive Session:** President Shepard recessed Regular Session at 8:00 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations.

12. Possible Action: None

13. Adjourn:

Motion: Adjourn the meeting

Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 8:25 p.m.

Respectfully submitted,

Patty Rosas

**Port of Hood River Commission
Meeting Minutes of December 7, 2021 Regular Session
Via Remote Video Conference
5:00 p.m.**

THESE MINUTES ARE NOT OFFICIAL until approved by the Port Commission at the next regular meeting.

**5:00 p.m.
Regular Session**

Present: Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Genevieve Scholl, Greg Hagbery, and Patty Rosas. Guests: None

Absent: None

Media: None

- 1. Call to Order:** Commissioner Ben Sheppard called the meeting to order at 4:14 p.m.
 - a. Modifications or additions to the agenda:** None

- 2. Consent Agenda:**
 - a. Approve Accounts Payable to Jaques Sharp in the amount of \$15,850.
 - b. Approve Contract with Beam Construction for Hook Rigging Area not to exceed \$44,355.

Motion: Approve Consent Agenda
Move: Kristi Chapman
Second: Mike Fox
Discussion: None
Vote: Unanimous

3. Adjourn:

Motion: Adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 4:16 p.m.

Respectfully submitted,

Patty Rosas

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Commission Memo



Prepared by: Greg Hagbery
Date: December 21, 2021
Re: Lease - Crestline Construction Co

The Federal Highway Administration (FHWA) has been a tenant in Suite 200 of the Marina Park Building #1 since April of 2021. Due to unforeseen circumstances, the FHWA informed the Port on December 6th, 2021 of notice to terminate their lease on or about 1/15/21. Subsequently, the FHWA requests the allowance for Crestline Construction Company ("Crestline") to pursue a new lease for Suite 200.

This request would result in a change of lease holder but not in occupancy. FHWA personnel, working under a Crestline contract, will continue to utilize the space in the same manner. Crestline intends to terminate the new lease no later than 6/30/2023 when the overall contract with FHWA is complete.

RECOMMENDATION: Approve Lease with Crestline Construction Company in the Marina Park #1 Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and Crestline Construction Company LLC, an Oregon limited liability company, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 913 square feet of space in Lessor’s building commonly known as the Marina Park #1 Building (“Building”) located at 700 E. Port Marina Way, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	Marina Park 1
Building Address:	700 E. Port Marina Way
Lessee Suite/Description:	200
Leased Area:	913
Rentable Area:	1,050

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **January 15th 2022** and continuing through **January 14th 2023**. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for one extension term(s) of six month(s) each, through June 30th 2023, provided Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	January 15, 2022
Lease Expiration Date:	January 14, 2023
Renewal Options:	one (1) six (6) month option
Renewal Notice Requirement:	90 days

- 3. Allowed Use.** Lessee shall use the Leased Premises for Professional Office. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to “Building Common Areas” consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms, and elevators. A “Load Factor” is calculated to determine Building tenant payments owed for Building Common Area Operating Expenses, which is added to Base Rent.

Load Factor Formula: The total Building square footage is 2,445 SF. The Building Common Area square footage is 408 SF. The total Building square footage divided by the total Building square

footage minus the Building Common Area square footage equals the Load Factor %. The (Building Name) Load Factor is 15%.

Rentable “Area square footage” is the Leased Premises square footage (913 SF) plus the Load Factor area square footage (137 SF). The Rentable Area square footage used to calculate Rent as defined below, is 1,050 SF.

5. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
200	1,050	\$1.30	\$1,365

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent or more than five (5) percent.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

5.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
1,050	\$0.30	\$315

5.3.1 **Operating Expenses.** Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

5.3.1.1.1 General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

5.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

5.3.1.1.3 Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

5.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

5.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 **Taxes and Assessments.** Lessee shall pay its proportionate share of all current assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building,

Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

5.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee exercises Lessee's option to renew the Lease. The renewal term Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Rent amount will not be less than the most recent monthly Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the renewal term monthly Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has

questions about the fair market monthly Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

6. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached Exhibit B.

6.2 Building Common Areas include interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

8. Maintenance and Repair.

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or

liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition, and repair. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

9. Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned

or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

9.3 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

10. Lessor Funded Tenant Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Tenant Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

12. Fixtures and Personal Property. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Condemnation. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

14. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty four (24) hours oral notice (without notice to protect public health and safety in an

emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

Lessor shall provide up to 5 access keys to the Leased Premises or up to five (5) access cards. Additional keys or lost keys may be purchased from Lessor for \$20 per key. Additional access cards may be purchased from Lessor for \$25 per card. If Lessor is managing a key system which requires issuance of a rekey Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

16. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

17. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

18. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

19. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

20. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages

shall survive such termination and Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

21. Holdover. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

22. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Matt Smith, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

23. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Lease may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

24. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this ____ day of _____, 20---

Lessee:

Lessor:

Port of Hood River

Signed: _____

Signed: _____

By: Matt Smith
Its: Project Manager
Address: 3600 Crates Way, Suite 100
The Dalles, OR 97058
Email/phone: matt@crestlineconstruction.com
541-506-4000

By: Michael McElwee
Its: Executive Director
Address: 1000 E. Port Marina Drive
Hood River, OR 97031
Email/phone: (541) 386-1645

Exhibit A LEASED PREMISES

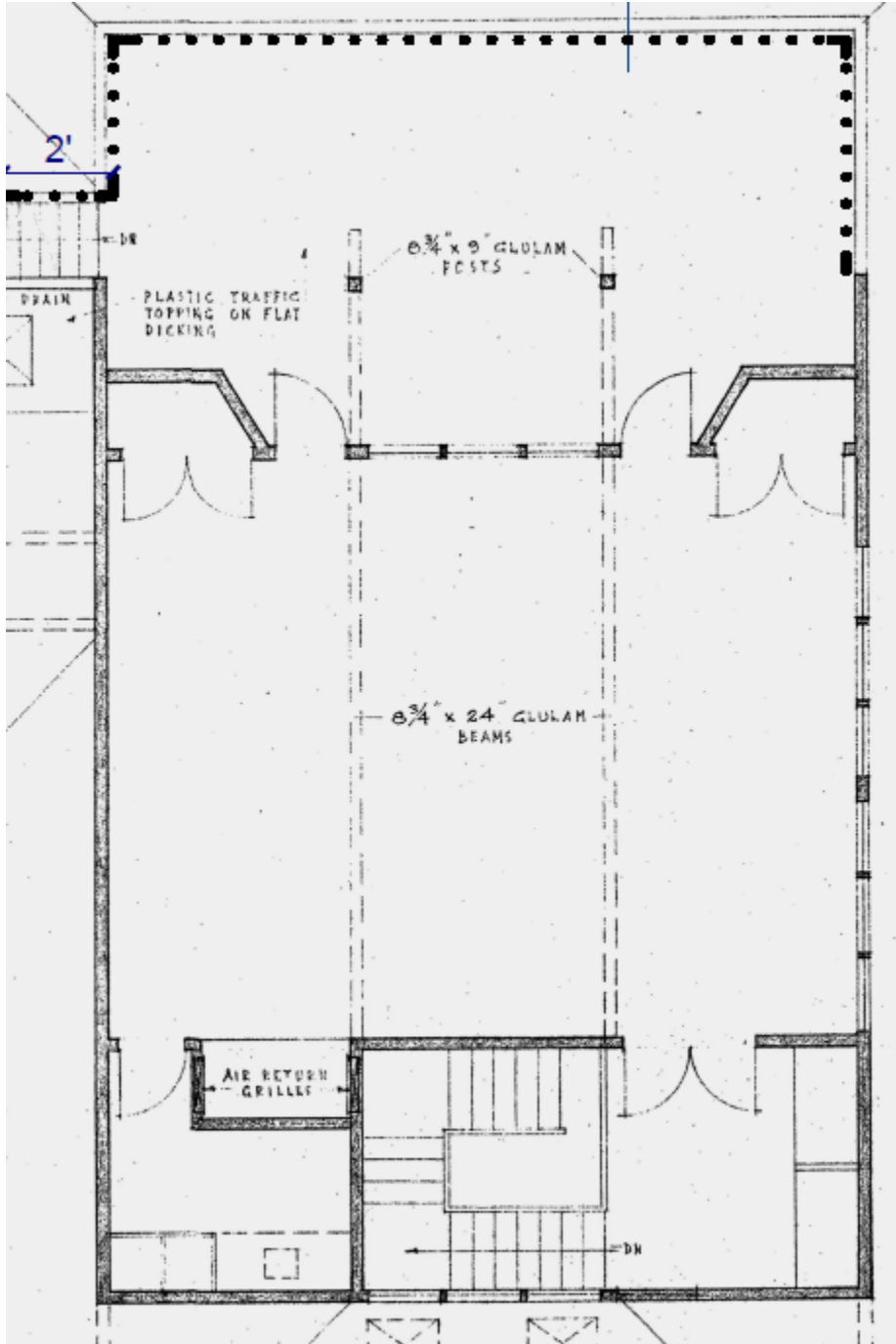
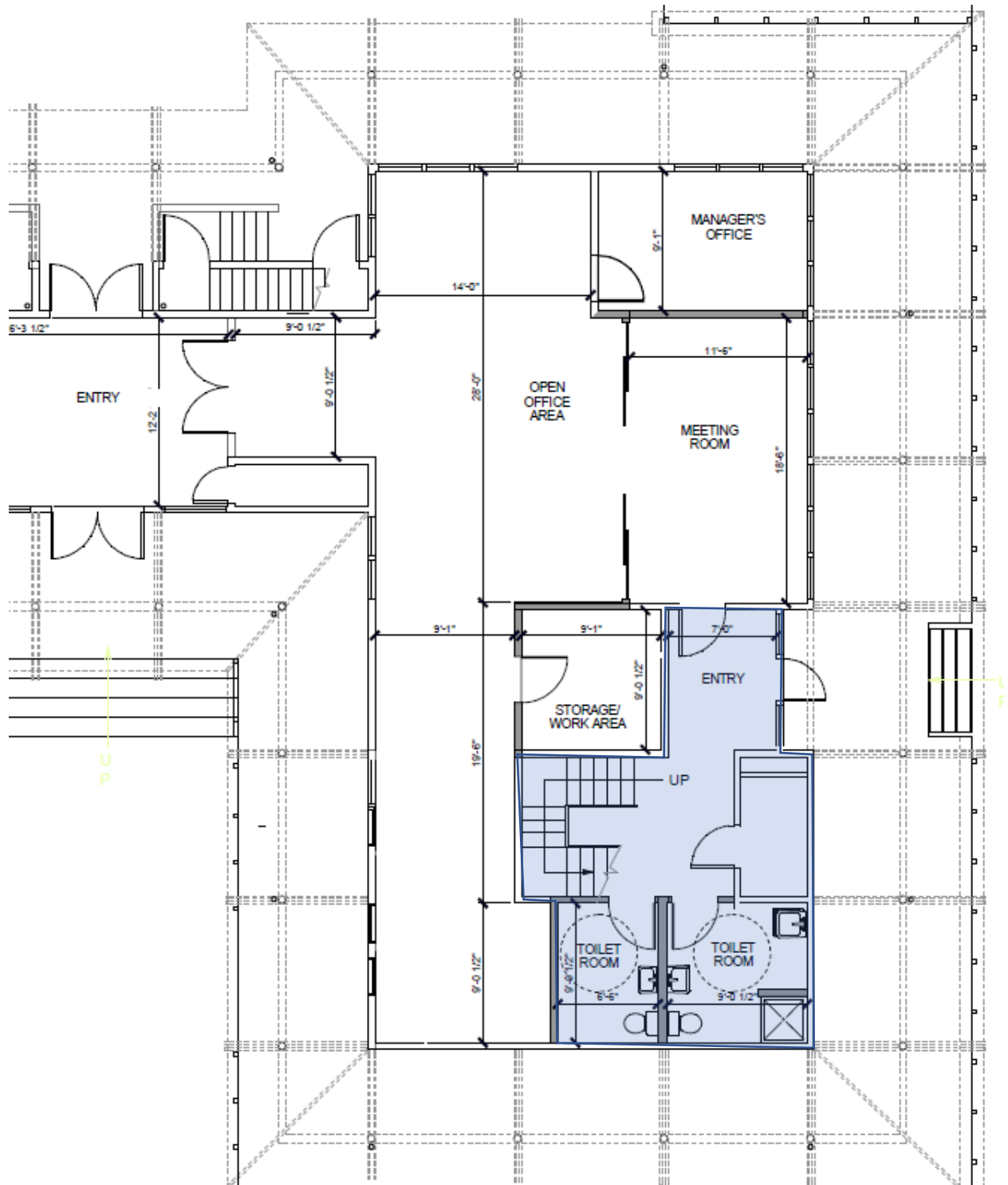


Exhibit B COMMON AREAS



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Commission Memo



Prepared by: Michael McElwee
Date: December 21, 2021
Re: Bridge Utility Easements

Northwest Pipeline, LLC, Spectrum Pacific West, and Century Link Corp. each operate utilities that cross the Hood River Interstate Bridge. Each company's infrastructure is permitted under the terms of Utility Easement Agreement that is in effect for a period of nine years. The current agreements expire on December 31, 2021.

Staff has been negotiating renewal terms with each of the three companies for the past eight months. Several key terms have yet to be resolved including emergency notification language, coordination requirements whenever maintenance or repairs are necessary, and reimbursement of Port costs. The need for clear terms has been highlighted by the recent repair activities associated with the cables crossing above the lift span. In addition, there is a need to reevaluate the fee schedule based on market comparables.

The attached agreements were prepared by the Port's General Counsel and would extend the current terms of each utility agreement for four months. This timeframe should allow sufficient time to complete negotiations.

RECOMMENDATION:

Approve Amendment to Utility Easement with Northwest Pipeline, LLC.

Approve Amendment to Utility Easement Agreement with Spectrum Pacific West, LLC.

Approve Utility Easement with United Telephone Company of the Northwest DBA Century Link Corporation.

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**EXTENSION OF
UTILITY EASEMENT - INTERSTATE BRIDGE**

This is an extension of that Utility Easement – Interstate Bridge agreement by and between the PORT OF HOOD RIVER, an Oregon municipal corporation (“Port”), as Grantor, and NORTHWEST PIPELINE, LLC, a Delaware limited liability company, as successor to Northwest Pipeline, GP, a Delaware general partnership, (“NORTHWEST”), as Grantee. The original Utility Easement commenced on January 1, 2013, for a period of nine (9) years. The Utility Easement is scheduled to expire on December 31, 2021. Port and NORTHWEST now wish to temporarily extend the Utility Easement terms for a period during which the parties intend to negotiate a new long term Utility Easement agreement.

It is therefore agreed:

1. The Utility Easement term is temporarily extended for an additional four (4) months commencing January 1, 2022, through April 30, 2022, at 5:00 p.m. PST.
2. Consideration for the extension term shall be two thousand three hundred thirty-one dollars (\$2,331.00) which is the equivalent of one-third of the annual consideration fee of seven thousand dollars (\$7,000.00) paid by NORTHWEST for 2021, the final year of the Utility Easement term.
3. NORTHWEST will provide payment to the Port in advance, in January of 2022.
4. Except as modified herein, all terms of the original Utility Easement remain in effect.

Dated as of December ____, 2021.

GRANTOR:
PORT OF HOOD RIVER,
an Oregon special district

GRANTEE:
NORTHWEST PIPELINE, LLC,
a Delaware Limited Liability Company

By: _____
Michael S. McElwee
Executive Director

By: _____
(Print Name)
(Title)

Date: _____

Date: _____

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**EXTENSION OF
UTILITY EASEMENT AGREEMENT - INTERSTATE BRIDGE**

This is an extension of that Utility Easement Agreement – Interstate Bridge (“Utility Easement”) dated November 26, 2012, by and between the PORT OF HOOD RIVER, an Oregon municipal corporation (“Port”) and SPECTRUM PACIFIC WEST, LLC, a Delaware limited liability company (as successor-in-interest to Falcon Cablevision, LP) (“Operator”).

WHEREAS, the Utility Easement commenced on January 1, 2013, for a period of nine (9) years;

WHEREAS, the Utility Easement is scheduled to expire on December 31, 2021; and

WHEREAS, Port and Operator now wish to temporarily extend the Utility Easement term for a period during which the parties intend to negotiate and enter into a new agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Utility Easement term is temporarily extended for an additional four (4) months commencing January 1, 2022, through April 30, 2022, at 5:00 p.m. PST.
2. Consideration for the extension term shall be eight hundred thirty-four dollars (\$834.00), which is the equivalent of one-third of the annual consideration fee of two thousand five hundred dollars (\$2,500.00) paid by Operator for the final year of the Utility Easement term.
3. Operator will provide the \$834.00 payment to the Port no later than January 31, 2022.
4. Except as modified herein, all terms of the Utility Easement remain in effect.

Dated as of December ____, 2021.

[SIGNATURE BLOCKS APPEAR ON NEXT PAGE]

PORT:
PORT OF HOOD RIVER,
an Oregon special district

OPERATOR:
SPECTRUM PACIFIC WEST, LLC,
a Delaware Limited Liability Company
By: Charter Communications,
Inc. Its Manager

By: _____
Michael S. McElwee
Executive Director

By: _____
(Print Name)
(Title)

Date:

Date:

**EXTENSION OF
UTILITY EASEMENT - INTERSTATE BRIDGE**

This is an extension of that Utility Easement – Interstate Bridge agreement by and between the PORT OF HOOD RIVER, an Oregon municipal corporation (“Port”), as Grantor, and UNITED TELEPHONE COMPANY OF THE NORTHWEST DBA CENTURYLINK CORPORATION, an Oregon corporation, (“CENTURYLINK”), as Grantee. The original Utility Easement commenced on January 1, 2013, for a period of nine (9) years. The Utility Easement is scheduled to expire on December 31, 2021. Port and CENTURYLINK now wish to temporarily extend the Utility Easement terms for a period during which the parties intend to negotiate a new long term Utility Easement agreement.

It is therefore agreed:

1. The Utility Easement term is temporarily extended for an additional four (4) months commencing January 1, 2022, through April 30, 2022, at 5:00 p.m. PST.
2. Consideration for the extension term shall be eight hundred thirty-four dollars (\$834.00) which is the equivalent of one-third of the annual consideration fee of two thousand five hundred dollars (\$2,500.00) paid by CENTURYLINK for 2021, the final year of the Utility Easement term.
3. CENTURYLINK will provide payment to the Port in advance, in January of 2022.
4. Except as modified herein, all terms of the original Utility Easement remain in effect.

Dated as of December ____, 2021.

GRANTOR:
PORT OF HOOD RIVER,
an Oregon special district

GRANTEE:
UNITED TELEPHONE COMPANY OF
THE NORTHWEST DBA CENTURYLINK
CORPORATION, an Oregon corporation

By: _____
Michael S. McElwee
Executive Director

By: _____
(Print Name)
(Title)

Date: _____

Date: _____

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Commission Memo



Prepared by: Michael McElwee
Date: December 21, 2021
Re: Financial/Tolling Consultant Contract

Chief Financial Officer Fred Kowell is retiring on December 31, 2021. The search for a new C.F.O. is underway and could take several weeks before a suitable replacement is found. It is important to make sure Fred is available for ongoing consultation with Port staff related to our financial systems and tolling operations during the transition. Fred has agreed to continue working as a consultant to the Port after his retirement under the terms of a Personal Services Contract.

Retaining Fred as a contractor will ensure the Port's ability to: 1) efficiently continue critical management and operational functions while diligently selecting a qualified successor; and 2) leverage Fred's institutional knowledge and expertise to train the new CFO with minimal impact to the workload of other Port staff.

Fred's proposed hourly rate is based upon the value of his experience as the Port's CFO for more than nine plus years, his Port specific knowledge as well as the efficiency he can provide the Port in completing financial management and tolling system tasks/projects.

RECOMMENDATION: Authorize personal services contract with Fred Kowell, not to exceed \$25,000 subject to legal counsel review.

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**Personal Services Contract
For Services Under \$25,000**

1. This Personal Services Contract ("Contract") is entered into between the Port of Hood River ("Port") and **Fred Kowell** ("Contractor"). Port and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties." Contractor agrees to perform the Scope of Work described in Exhibit A attached hereto and incorporated herein, to Port's satisfaction for a maximum consideration not to exceed **\$25,000**. Port shall pay Contractor in accordance with the terms set forth in Exhibit A.
2. This Contract shall be in effect from the date the Parties sign this Contract through the date the not to exceed amount is exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. Contractor's work product produced for Port pursuant to the terms of this Contract is the exclusive property of Port. Port shall have access to all books, documents, papers and records, in paper or electronic form, of Contractor which relate to this Contract for any purpose, including but not limited to, making audit, examination, excerpts, and transcripts for a period of not less than (3) three years after Port's final payment to Contractor.
4. Contractor will perform work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than the compensation agreed upon by the Parties as set forth in this Contract.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all Parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

FRED KOWELL

PORT OF HOOD RIVER

Signature

Date

752 NE Royal Court
PORTLAND OR 97232
(503) 308-2672

Michael S. McElwee

Date

Executive Director
1000 E. Port Marina Drive
Hood River OR 97031

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

Contractor shall perform all accounting, budgetary, tolling, and financial tasks requested and approved by Port management which relates directly to the Port's financial systems, financial planning, budget development, accounting, investments, debt, tolling and contract information and development. In addition, information related to known computer software applications including the BreezeBy, Great Plains (Microsoft Dynamic Solutions) systems and agreed upon applications that the Port would like assistance on.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

A. Contractor will respond to Port personnel within a 48 hour period or less based upon the severity and risk related to the task or issue at hand;

B. Tolling and financial tasks specified in Section I. above may need immediate attention versus being project oriented, thus, the timeframe for the deliverable(s) shall be **as requested by Port management.**

III. CONSIDERATION:

Contractor's hourly billable rate under this Contract shall be \$ 195/hr.

Contractor's total billable time and expense reimbursement shall not exceed \$25,000.00.

Port shall reimburse Contractor for reasonable expenses associated with the travel, and ancillary costs associated with Contractor's presence on site at the Port's offices or location(s) specified by the Port.

IV. BILLING AND PAYMENT PROCEDURE:

Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description and cost of reimbursable items

Invoices may be submitted monthly. The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract
Exhibit B**

INSURANCE

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)

_____ Required and attached OR X Contractor is exempt

Certified by Contractor: _____
Signature/Title

-
2. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.

_____ Required and attached Waived by Executive Director X

3. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

 X Required and attached Waived by Executive Director _____

4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

 X Required and attached Waived by Executive Director _____

5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Project Director Report
December 21, 2021

The following summarizes Bridge Replacement Project activities from Dec. 1-15, 2021:

PROJECT MANAGEMENT UPDATE

- *Preliminary Cost Estimate is nearing completion. The draft documents can be found on the Bi-State Working Group webpage under the Dec. 12th meeting header (<https://portofhoodriver.com/bridge/bridge-replacement-bi-state-working-group-bswg/>).*
- *ODOT has asked Port staff to convert the RBMC RFP into a standardized template. Staff is conferring with Dale Robins, the transportation project manager for the Southwest Washington Regional Transportation Council (RTC), to make the conversion. Once converted, ODOT agreed to review and meet with Port officials to answer any questions that might come up. At the current progress, staff hopes that the RFP can be released by Feb. 1.*
- *The grant agreement between the Washington St. Dept. of Transportation (WSDOT) and the Port of Hood River for \$5 million is currently under legal review. The agreement will be brought forth to the Commission for approval at the January meeting. Other contracts and amendments will be dependent upon this next round of funding as the project enters the Post-NEPA phase of work.*
- *Amendment No. 3 to the Port's consulting services agreement with ODOT is complete. The amendment will add \$140,000 to their contract for reimbursing ODOT staff time on the tribal compensatory agreements and during the post-NEPA engineering development phase. Though the amendment is complete, it will be brought to the Commission at the January 2022 meeting along with the WSDOT grant agreement for approval. The WSDOT grant will be the primary funding source for the DOT agency review.*
- *The BSWG reviewed Amendment No. 3 with Steve Siegel to continue his service on the project. The amendment extends Siegel's contract 18-months and would include monitoring the language developed between both state legislative efforts and reconciling potential differences to ensure as much consistency in both bills as possible. Siegel would also develop policy documents required by the six local governments to form the new authority along with developing the implementation documents for the new government. The amendment is for over \$500,000 and would occupy most of Siegel's time during the term. The BSWG did ask for strict language for no-cause termination. The language in the original contract is stated as such:*

"...the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination."

Since the WSDOT grant will be the primary funding source for the governance work, the Siegel amendment will be brought along with the WSDOT grant agreement for approval at the Commission's January meeting.

- *WSP will submit an amendment to their contract at the January meeting as well. This amendment will include graphic and research support for the tribal agreement work in addition to making up the difference from the PCE amendment that in part pulled from the final Section 106 work. Since the WSDOT grant will be the primary funding source for any new NEPA-related work, the WSP amendment will be brought along with the WSDOT grant agreement for approval at the Commission's January meeting.*
- *Presentation to Hood River Rotary Club is scheduled for Feb. 17, 2022; especially interested in IJA and other funding opportunities.*
- *Project Update attached.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

- *Sen. King is reaching out Sen. Leyes about co-sponsoring the BSBA legislation in Washington.*
- *At a Dec. 6 Joint Ore./Wash. I-5 Interstate Bridge Replacement (IBR) meeting, Oregon State Sen. Lee Byer, during a discussion about bridge authorities for interstate bridges, made a point to keep the Hood River Interstate Bridge separate from the I-5 bridge discussion. This is a good sign that Thorn Run's advocacy is resonating with policy makers.*
- *The Oregon members of the BSWG met with the Hood River County ACT Members last month to discuss the federal infrastructure program. The Area Commission of Transportation (ACT) met on December 1 to receive testimony about the state's apportionment. The nine state ACTs will offer up priorities to the Oregon Transportation Commission (OTC) for \$384M of ODOT Flexible Funding. The letter to the OTC is attached and Mayor McBride, Commissioner Oates, Commissioner Fox and others were called upon for testimony. The OTC will share the initial public input received in January.*

FEIS/ROD CRITICAL PATH UPDATE

- *Washington DAHP has requested and been granted a timeline extension from FHWA until Dec. 31 to return comment on the Final Archaeological Survey and Testing Report.*
- *FHWA, ODOT and Port staff met earlier this month to review elements of the presentation to tribal legal staff. Scheduling has begun with the Umatilla, Warm Springs, Nez Perce and Yakama. Meetings will start in earnest in January. With the execution of the WSDOT grant agreement, WSP can assist with producing materials for the effort.*
- *Milestone memo attached.*

GOVERNANCE/BRIDGE AUTHORITY LEGISLATION/BSWG

- *Meetings will be starting back up in the new year with the Washington legislature on the bridge authority legislation.*
- *Steve Siegel continues to monitor comments between the two state code developers. Siegel has been helpful in facilitating discussion with the government affairs consultants to find consensus on language. This effort will be ongoing before and during session.*
- *Port legal counsel is preparing a memo on the changing status of the BSWG to be more advisory in nature. Memo will include effected policies including Commission Policies, BSWG*

MOU and Oregon state public meeting rules. That memo will be shared with the Commission at their January meeting.

FUNDING & FINANCING UPDATE

- *BSWG has asked for more detail on expenditures in the Bridge Replacement & Repair (R&R) Fund. There is interest by the BSWG to see replacement and repair activities.*
- *Port CFO, Fred Kowell, presented data on issuing debt to the BSWG. Kowell developed the Debt Capacity spread sheet with assumptions of an additional dollar on both BreezeBy and cash tolls. The Port was already considering a 5¢ and 25¢ CPI in 2022. With the market requiring half of the new increased toll revenue placed into a coverage reserve and a 15-year repayment term, the issuance could generate \$21M. The Port would need to pay-off (or defease) any outstanding debt if title to the bridge transfers.*
- *There are many steps in preparing for an issuance including implementing a public information plan, preparing financial reports, obtaining a bond rating, and contracting with bond counsel, just to name a few. Anything over \$5M will likely require an issuance on the bond market that would result in a 6-9 month process. A smaller amount could be done in less time.*
- *There was interest to start identifying the true costs of bridge replacement that are not included in the R&R. For example, government affairs consultants and some finance staff time budgeted for in the General Fund could be accounted for as a bridge replacement expense.*

MEETING SCHEDULE

- NEPA Check-in, Dec. 16
- Sec. 106, Dec. 17
- WSP Weekly Check In, Dec. 21
- Christmas Break
- Exeltech, Jan. 5
- FHWA Treaty Agreements, Jan. 6
- WSP Weekly Check In, Jan. 10
- BSWG, Jan. 10
- Thorn Run Check In, Jan. 11
- Sec. 106 Consulting Parties #6, Jan. 11
- Sec. 106, Jan. 13
- WSP Weekly Check In, Jan. 17
- Rep. Corry, Jan. 17

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EIS UPDATE

BRIDGE REPLACEMENT PROJECT

JANUARY 2022 UPDATE



In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction. A Bi-State Working Group (BSWG) consisting of Mayors and County Commissioners from both Hood River and Klickitat Counties monitors the project and advises the Port on bridge replacement activities.

NEPA Activities:

- Tribal compensatory agreements (CAs) are under development for to impacts to treaty fishing activities during construction. The Final EIS/Record of Decision will be delayed until completion of the CAs.
- Awaiting finalization for Endangered Species Act consultation.
- Finalizing Section 106 process including meeting with consulting parties to finalize mitigation agreement for impacts to historic bridge.

Other Activities:

- Provided update to the Oregon Department of Transportation (ODOT) on project progress.
- Review of the project management procurement process is being undertaken by ODOT.
- Preliminary cost estimate is being finalized based on 5% design.
- Port will give project update to Hood River Rotary on Feb. 9th.
- Washington grant agreement currently under legal review.
- New bridge authority legislation to be introduced in both state legislatures in 2022.

How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.

WE ARE HERE ▼

Agency/Stakeholder Outreach	Environmental Compliance																	
	Technical Study Updates				Supplemental Draft EIS				Final EIS/ROD									
	Community Meeting				Community Meeting													
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	
	2018		2019				2020				2021				2022			

To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Brian Carrico, WSP
SUBJECT: Status of Critical Path Activities and Projected Work through January 15th
DATE: December 9, 2021

CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below. Completed actions with no activity are not noted.

1. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

- Updated status from ODOT.

SCHEDULED COMPLETION DATE: **12/13/2021 (NOVEMBER UPDATE)**

SCHEDULE ADJUSTMENT: **12/31/2021**

- Opinion is in final review.
- Adjusted schedule to reflect update from agency and potential delays due to upcoming holidays.
- Successor task: Final EIS (final review draft)

2. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

- Submittal of final reports to agencies and tribes.
- Draft Memorandum of Agreement
- Preparing for next consulting parties meeting (January 2022).

CHALLENGES:

- Reaching consensus on mitigation for historic bridge impacts and in classification of impacts for certain resources.

SCHEDULE RISKS:

- **High risk:** Obtaining final reviews and addressing comments from agencies and tribes are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project.

SCHEDULED COMPLETION DATE: **04/14/2022 (NOVEMBER UPDATE)**



SCHEDULE ADJUSTMENT: 04/29/2022

- Adjusted to accommodate additional time needed.
- Successor task: Final EIS (final review draft)

3. PUBLISH FINAL EIS/RECORD OF DECISION

PROGRESS

-
- Will complete Admin Draft 2 incorporating ODOT and Port comments and then hold document until resolution of tribal mitigation.

SCHEDULED COMPLETION DATE: 08/15/2022 (OCTOBER UPDATE)

SCHEDULE ADJUSTMENT: 08/23/2022

- Minor correction (to match previously provided schedule).
- Successor tasks: Close out EIS project.

4. ENGINEERING

PROGRESS

- Prepared basis of cost estimate, update bid items and quantities, develop bridge construction scope memorandum to document assumptions and prepared draft preliminary cost estimate (PCE) and corresponding schedule and support documentation
- Meetings with port to confirm assumptions and review PCE; including engineering, port costs, contingencies, risk, and escalation

SCHEDULED COMPLETION DATE: 12/01/2021 (NOVEMBER UPDATE)

SCHEDULE ADJUSTMENT: 12/06/2021 (for Final Draft)

- Successor tasks: None

PROJECTED WORK FOR NEXT 30 DAYS

The following key work tasks are projected to occur from November 15 through December 15.

TASK 1. PROJECT MANAGEMENT

- Prepare Cost to Complete and contract amendment to extend contract (current expiration date of January 31, 2021).

TASK 5. ENVIRONMENTAL

- Complete Admin Draft 2 of FEIS/ROD incorporating ODOT comments.
- Continued coordination with FHWA and ODOT to complete Section 106 process and FEIS/ROD.
- Prepare for Consulting Parties Meeting #6 (scheduled for January).
- Update MOA draft with agency comments.

TASK 6. ENGINEERING

- Finalize PCE with comments from Port
- Support as necessary for environmental process.

Oregon Transportation Commission
Attn: Commission Assistant
Oregon Department of Transportation
355 Capitol Street NE, MS11
Salem, OR 97301-3871

December 2, 2021

RE: Public Comment Submission for December 7, 2021 IJJA Project Prioritization;
Hood River-White Salmon Interstate Bridge Replacement Project.

Dear Chair Van Brocklin and members of the Oregon Transportation Commission:

Thank you for the opportunity to provide comment on priorities for Oregon's apportionment of the Infrastructure Investment and Jobs Act (IIJA). The Hood River-White Salmon Interstate Bridge Replacement project has been the #1 economic development priority in the MidColumbia region for many years. The bridge is nearly 100 years old, critical to regional infrastructure, and at the end of its useful life. The project has received \$15 million in funding to begin engineering, but that is not enough to complete engineering which is expected to cost \$40 million. Please consider the unique position of this project; its magnitude and cost are out of reach for most local programming dollars.

We hope that the OTC and ODOT will keep in mind that a minimum of 15% of the IIJA funding is dedicated for off-system bridges. Flexible funding and resilience programs may be other excellent opportunities to complete funding for project engineering.

Due to the rural location of the Hood River-White Salmon Interstate Bridge, we believe that funding this critical piece of infrastructure meets the priorities identified within OTC/ODOT goals including equity, modernizing the state's transportation system, and identifying sufficient and reliable funding.

As you consider allocation of IIJA resources, please remember this region's critical need for continued state and federal funding for the Hood River-White Salmon Interstate Bridge replacement project. It is the MidColumbia region's highest priority.

Respectfully,

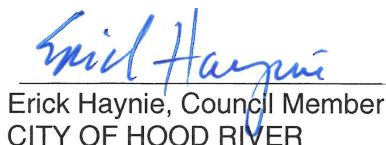
HOOD RIVER COUNTY REGION ONE ACT MEMBERS



Michael Oates, Commission Chair
HOOD RIVER COUNTY



Jess Groves, Commission Chair
PORT OF CASCADE LOCKS

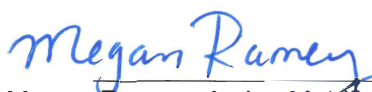


Erick Haynie, Council Member
CITY OF HOOD RIVER



Jon Davies, Partner
COLUMBIA RIVER INSURANCE

cc: Rian Windsheimer, Region Manager
ODOT Region 1
Kris Strickler, Director
Oregon Dept. of Transportation



Megan Ramey, Active Mobility Safety Coordinator
MAY STREET ELEMENTARY

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Commission Memo



Prepared by: Michael McElwee
Date: December 21, 2021
Re: Pier Cap Inspection

On September 17, 2021, the Commission authorized an amendment to the existing contract with HDR Engineering to carry out inspections of the concrete caps on each bridge pier.

The attached report authored by bridge engineer Mark Libby summarizes the results of the inspection and provides recommendations.

The report states that cracks in the pier caps have been present for many years and are in a condition state that should be expected given their age and exposure. The engineer recommends regular inspections and surface sealing of top side horizontal cracks using a silicone or polyurethane type sealant. In addition, the engineer recommends torch cutting of the rocker bearing on Pier #3 to alleviate a potential binding condition.

RECOMMENDATION: Informational.

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Memo

Date: Friday, December 10, 2021

Project: Task Order 12 Pier Inspections

To: Michael McElwee, Port Executive Director
John Mann, Port Facilities Manager

From: Mark Libby, PE

Subject: **Pier Crack and Bearing Inspection – Hood River Bridge**

Background

Recent ODOT bridge inspection reports, dating back to at least 2013, have noted cracks in the pier caps that radiate out from the bearings and have also noted alignment issues at some of the expansion bearings. Many of the cracks were sealed at an unknown point in the past, presumably with epoxy injection, and many of those have re-cracked according to the inspection reports. Some of the rocker bearings were previously identified to have contact between the bearing pin gusset plate and the rocker bearing web plate that may inhibit proper function of the bearings. In 2019, as part of the Miscellaneous Truss and Steel Repairs project, the identified bearing conflicts at Piers 17, 18, 19, and 20 were addressed by torch-cutting of the gusset plate section in contact. The 2021 ODOT Bridge Inspection noted that this bearing contact condition still existed at Piers 3 and 16.

The Port of Hood River requested that HDR perform an inspection of the river piers (Piers 1 through 20) to better assess the condition of the pier cap cracking and confirm rocker bearing conditions with regards to the gusset plate contacts noted above.

Field Inspection

HDR bridge inspectors performed the pier inspections using rope access techniques October 5th to 7th of 2021. Access was provided by the ladders at Piers 11 and 12 and traversing the trusses to each pier. Inspectors developed field note sheets with a plan view of the pier top and developed zones for the side views of the caps. The field notes are used to document a representative crack map, notes, and photo log. One inspector predominantly covered the pier side elevations and bearing conditions while the other inspector covered the pier top cracks and supervised rigging for the other inspector. There are two sets of field notes with one sheet for each pier in each set.

Post inspection we cleaned up the field notes to be more legible and added color coding to the crack notes for delineating the crack sizes as shown in Figure 1. The inspection photos were separated by pier and by inspector and representative photos are included in the field note pages in Attachment B – Field Notes. The field note pages

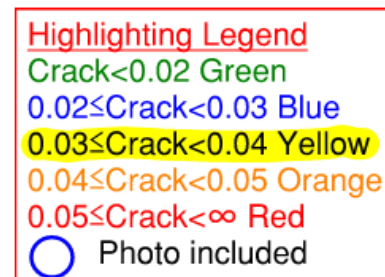


Figure 1 Crack Map Legend

are labeled and are arranged in the order of top view notes, top view photos, side view notes, and side view photos for Piers 1 through 20. Piers 11 and 12, flanking the lift span, do not include photos as there are no crack notes at these piers. Inspection at Piers 11 and 12 were only at the lower cap (bottom of deck trusses) level. There are many more photos than those included in the notes and are available upon request.

Inspection Review Summary

Pier Cracks. The majority of cracks are within the white epoxy paste areas on the piers as shown in Figure 2. These cracks are assumed to have been epoxy injected but the details of the material, method of application, and when it was done are unknown. The epoxy paste appears to be present in bearing rehab photos from 2008 and does not appear to be new in those photos. The photo in Figure 3 for example shows what looks to be epoxy paste at cracks identified by photos number 943 and 948 on the field note sheet for top of Pier 3 in Attachment B – Field Notes. Most of the previously sealed cracks have re-cracked through the epoxy paste. In addition to these there are also cracks that do not appear to have been previously sealed and are assumed to have formed after the original crack sealing work.

The approximate length of cracks by size are quantified per pier and summarized in Attachment A – Crack and Bearing Summary. Approximately 46 percent of all cracks are less than 0.02 inches in width and approximately 74 percent of cracks are less than 0.03 inches in width. The remaining 26 percent are in the 0.03-inch (13%), 0.04-inch (10%), and 0.05-inch and larger (4%) categories.

Expansion Bearings. The angle of inclination and whether expanded (+) or contracted (-) is identified in Attachment A – Crack and Bearing Summary along with the notching and gap width status of gusset plates at rocker expansion bearings. Piers 17 through 20 were addressed by torch cutting a notch in the gusset plates in 2019 to eliminate contact with the rocker bearing web plate as shown in Figure 4.



Figure 2 Existing epoxy paste



Figure 3 2008 Photo at Pier 3



Figure 4 Torch-cut repair at Pier 19

Piers 1 through 4, 15, and 16 are a similar style rocker bearing but do not have torch cut notches in them. The Pier 3 left bearing has contact between the gusset plate and rocker bearing web plate; the remaining of these locations have gaps of 1/8" to 1" between these plates.

Piers 5 through 10, 13, and 14 are nested rocker bearings, which is a different style of expansion bearing as shown in Figure 5, that do not have the same gusset plate detail as the other style.



Figure 5 Pier 8 nested rocker bearing

Conclusions

Pier Cracks. The cracks on top of the piers are generally in a radial pattern outward from the bearings. Some of these extend to the vertical cracks in the side faces at the columns. The majority of these cracks are expected to have occurred 15-20 years ago, or more, and the result of built-up stresses at the bearings. While some of the cracks are relatively large, there is not clear evidence that they are actively growing. The inspection notes related to these cracks have not changed substantially since 2013, which is as far back as our available records go.

Epoxy injection of cracks serves to seal them but is not typically considered to provide strength to the damaged section. This is reflected by the re-cracking of the many previously sealed cracks. While effective in filling the void spaces of cracks as small as 0.016 inches in width, it is also a relatively labor intensive and expensive means of sealing cracks. The benefit of epoxy injection is the ability to seal the crack well beyond the surface level due to applied pressure. This provides the best protection against the elements. Other sealant products are available for larger size cracks, 0.03 inches (1/32") and up. These tend to be silicone or polyurethane type sealants squeezed out of a flexible container or by use of a caulk gun. The open crack at the surface can be filled but the depth is limited based on crack width and ability to apply pressure. Some of these products are more suitable for horizontal surfaces and not well suited for vertical cracks.

Given that these cracks have likely been in place for several decades, we do not believe there is an urgent need for corrective action. However further degradation is expected due to freezing of saturated cracks. Surface sealing of top side horizontal cracks could help to delay the degradation. Side face vertical cracks should be sealed with caution and only in the upper sections. Plugging the drainability of lower crack sections could be worse than doing nothing.

A rough order of magnitude cost estimate for epoxy injection of the 0.30-inch and larger top horizontal cracks is approximately \$10,000. This is approximately \$300 per lineal foot which is a very high unit cost due to access and small quantity considerations. The 0.02-0.03 top horizontal cracks could likely be added for another \$5,000, taking advantage of economy of

scale aspects. This estimate may not include traffic control, project management, or other ancillary costs.

Sealing of the top horizontal cracks over 0.03 inches in width using silicone or polyurethane type sealants could potentially be performed by Port staff, or by a local contractor in the range of \$2,500 to \$4,000. Costs could vary based on traffic control needs and whether other work is included or not.

Expansion Bearings. For the bearings there is one identified location (Pier 3, left) that appears to have contact between the gusset plate and rocker bearing web plate and 4 locations (Piers 3, 15, 16) where the gap is only 1/8". We recommend providing the torch-cut notch fix, similar to the 2019 repair detail, at these locations as part of other maintenance or repair projects that may provide access to the bridge for a suitable contractor.



Attachment A. Crack and Bearing Summary

Crack and Bearing Summary

Approximate Crack Length by Size (feet)							Expansion Bearing Condition		
Pier	Location	< 0.02	0.02 - 0.03	0.03 - 0.04	0.04 - 0.05	> 0.05	Location	Alignment	Notched/Gap
1	Top	11	1		1		Left	plumb	No / 3/4"-1"
	Sides	8	3	3		1	Right	plumb	No / 3/4"-1"
2	Top	5	2	1	1		Left	+ 2-3 deg	No / 1/2"
	Sides	7	4	1			Right	+ 2-3 deg	No / 1/4"-3/8"
3	Top	6	3	1			Left	plumb	No / contact
	Sides	6	2				Right	plumb	No / 1/8"-1/4"
4	Top	1	2		2	1	Left	plumb	No / 1/2"
	Sides	5	1	1	1	2	Right	+ 2-3 deg	No / 3/4"
5	Top	2	1				Left	+ 9-10 deg	NA
	Sides	1	1				Right	+ 9-10 deg	NA
6	Top	2	3	1	1		Left	+ 11 deg	NA
	Sides	4	3		1	1	Right	+ 11 deg	NA
7	Top	1	2	2	2		Left	+ 2-3 deg	NA
	Sides	4	5	1	5		Right	+ 2-3 deg	NA
8	Top	2	1	1	3		Left	+ 4 deg	NA
	Sides	4	3	4	3		Right	+ 4 deg	NA
9	Top		1	2	1		Left	+ 12 deg	NA
	Sides	6	4	4		1	Right	+ 12 deg	NA
10	Top	3			2		Left	plumb	NA
	Sides	4	6	2		1	Right	plumb	NA
11	Top						Left	NA	NA
	Sides						Right	NA	NA
12	Top						Left	NA	NA
	Sides						Right	NA	NA
13	Top	2					Left	+ 1-2 deg	NA
	Sides	2					Right	+ 1-2 deg	NA
14	Top	4	1				Left	- 10 deg	NA
	Sides	7	1				Right	- 10 deg	NA
15	Top	2	5	4	1		Left	+ 1-2 deg	No / 1/4"-1/2"
	Sides	6	7	2		2	Right	plumb	No / 1/8"-1/4"
16	Top		2	1			Left	+ 1-2 deg	No / 1/8"-1/4"
	Sides	2	1				Right	+ 1-2 deg	No / 1/8"-1/4"
17	Top	4	2				Left	+ 1-2 deg	Yes
	Sides	4	1				Right	+ 1-2 deg	Yes
18	Top	1	3	1	1		Left	plumb	Yes
	Sides	5		2			Right	plumb	Yes
19	Top	1	1	1	1		Left	+ 1-2 deg	Yes
	Sides	2	1	1	1		Right	+ 1-2 deg	Yes
20	Top	1	2				Left	plumb	Yes
	Sides	3	2	1		1	Right	plumb	Yes
Totals	Top	48	32	15	16	1	+ = expansion - = contraction NA represents nested rocker bearings or no cracks		
	Sides	80	45	22	11	9			
Sub-Totals		128	77	37	27	10			
% of Total		46%	28%	13%	10%	4%			
Size Legend (inches)		< 0.02	0.02 - 0.03	0.03 - 0.04	0.04 - 0.05	> 0.05			

Commission Memo



Prepared by: Kevin Greenwood
Date: December 21, 2021
Re: Bridge Replacement Preliminary Cost Estimate (PCE) Update

WSP has completed its final draft of the Preliminary Cost Estimate. The Final PCE will be posted on the Bi-State Working Group's web page on the Port's website at <https://portofhoodriver.com/bridge/bridge-replacement-bi-state-working-group-bswg/>.

Stuart Bennion, WSP Lead Engineer, gave a brief presentation to the Bi State Working Group (BSWG) summarizing the main points. This is an opportunity for the Port Commission to provide feedback before the document is finalized.

It should be noted that less than 5% engineering has been completed resulting in a Class 4 estimate which typically has a 30% contingency. In addition, there are dozens of assumptions, many of which will change over the life of the project. As an example, the PCE assumes a traditional contracting method (Design/Bid/Build) requiring design to be completed to a full 100%.

Key factors that impact the contingency include the low level of design, lack of permits and stakeholder input, uncertainty of staging areas and approaches, needed tribal compensatory agreements, lack of project funding, limited project experience by Port, tight in water work windows, inflation including material and labor availability.

In addition to the construction costs, there are also programmatic costs that Steve Siegel helped to prepare. Assumptions affecting those costs include right of way acquisition, Port facility relocation, tolling system, governance implementation, construction financing costs including traffic and revenue surveys, Replacement Bridge Management Contract (RBMC), port/bridge authority finance staff, other mitigation and commitments and insurance costs.

The fully loaded PCE including escalations and contingencies is \$500M. Staff will provide an overview of the draft PCE documents during the meeting.

RECOMMENDED ACTION: Informational.

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Administration

- Thanks to the entire Commission for participating in the Fall Planning Work Session on December 7. Attached is a summary of key conclusions, directions to staff or recommended follow-on actions. I would appreciate feedback from any Commissioner so we can fully summarize the meeting. I will be working with President Sheppard on next steps.
- Christmas Day and New Year's Day each fall on Saturdays this year. The Port office will be closed Friday, December 24th and Friday, December 31st.
- Following longstanding tradition, the Toll Booth will be fully closed from 8:00 p.m. December 24th through 6:00 a.m. Sunday, December 26th. Although the Breeze-By system will remain operational, customer accounts will be credited for any bridge crossings.
- Given the normal Commission calendar, our first meeting in the new year would be January 4. However, due to the holiday schedule, I recommend we hold one meeting in January, on the 18th. This would have been the second regular meeting of the month. Because there will be many Commission actions to discuss or act on, it is important for full Board attendance. Please check and verify your availability.
- As you know, Port CFO Fred Kowell is retiring on December 31, 2021. I am happy for Fred and all staff wishes him all the best in his retirement. An all-staff potluck in Fred's honor was held on December 17th. Let me emphasize that Fred has been a major part of the Port's success over the last nine years. It will be very difficult to replace all the knowledge, skills, and abilities that Fred brings to our operations.
- Efforts are ongoing to fill the Fred's position. We are in a challenging hiring environment, and it has been difficult to find a deep and qualified candidate pool. I do expect to commence interviews in the next week and hope to select a final candidate by late January.
- I am very pleased to report that Genevieve Scholl has been designated as the Port's new Deputy Executive Director. Genevieve brings tremendous skills and experience to this new position. I have high confidence in her ability to represent the Port at all times. It's also a pleasure to report that John Mann has been offered the position of Facilities Director. John is a remarkably talented and experienced professional and carries out work that is far beyond the job description for the position.



Both these appointments reflect the revised organizational chart authorized by the Commission last April. Please note that there are two new positions yet to be filled: Contracts Administrator and Facilities Worker.

- The SDAO Annual Conference will be held February 10-13, 2022, in Eugene. This is being billed as a hybrid event and participants can participate either in-person or virtually. I encourage all Commissioners to take apart in all or part of this conference due to its many excellent training and information sessions on matters that directly affect special districts. If you are interested in attending, please contact Genevieve.
- The City of Hood River has asked the Port to participate in a small group discussion related to the City's Affordable Housing Production Strategy. The meeting will be held January 20th. President Sheppard and I are scheduled to attend.

Recreation/Marina

- The speed bumps at the Hook have been modified to respond to a citizen comment from Eric Cohn about ADA vehicle clearance and accessibility. Thanks to John Man for following up on this request.
- Last week, two separate production companies utilized Port parking lots while in town shooting commercials. The City issued permits to close sections of the streets around town for their filming.
- Staff has received only three notices of vacancy in the Marina for 2022, and none were due to the rate hikes. Two tenants have relocated out of the area, and one was not able to meet the terms of the lease agreement. All three spaces have been filled by the next people on the waitlist.
- 2022 Event Site parking passes are now available to purchase online and are already starting to sell – great stocking stuffers. The passes have a moderate cost increase and are valid for the entire calendar year.
- The Marina Picnic Shelter will remain closed to private reservations in 2022, due to the uncertainty of being able to hire enough summer staff to provide the services required.
- One of the Port food cart concessions, The Sandbar Café, recently sold. The new owners are partners in Evoke Winery. Staff will draft a new lease for Commission approval in January.

Development/Property

- The Notice to Proceed has been given to Piatt Construction for repairs and replacement of the exterior deck at the Marina #1 (ex-Chamber) Building. This deck is effectively part of the public walkway system and receives significant use throughout the year.

- Regular meetings are being held with the two development teams selected by the Commission for a potential hotel development on Lot #900. Responses are due by January 14th. Final presentations are expected to occur at the February 1 regular Commission meeting. Staff analysis and recommendation will be provided at that time.
-

Airport

- We have been informed that delivery of new AV gas tank will occur during the week of January 17th. There are many steps to coordinate for the drop day including crane availability, electrical work, and attachment details. Although the County Land Use Permit is in hand, we are still waiting for the permit from the Oregon State Fire Marshall.
 - Staff is working with the AAC to develop an informational flyer providing operational guidance regarding the Alternative Grass Landing Area (AGLA). This is intended to further increase safety by educating local and guest pilots on the required procedures.
 - Two tenants have given notice of non-renewal of their T-Hangar leases, both said it was due to the rate increase. Both hangar spaces have been filled by next people on the waitlist.
 - The monthly FBO report is attached.
-

Bridge/Transportation

- Although Spectrum Pacific West completed work on the cable repair November 17, it appears that the wires are de-coupling from the catenary above the lift span. The two utility providers will be working to make repairs. In part because of this, I recommend we extend the current utility lease agreements for four months. This will provide time to review language related to notification and repair obligations. These extensions are on the Consent agenda for tonight's meeting.
- A conference call was held with the U.S. Coast Guard on December 15th to discuss the wire rope replacement project scheduled for fall of 2022. It appears that no permits will be required, just a notification to mariners regarding the planned "deviation" about transit under the bridge. The work is expected to be carried out over one weekend. The bridge will need to be completely closed during that time.
- In terms of overall schedule for the wire rope replacement, Wiss Janey expects to have final draft plans and specifications complete by the end of January. We expect to bid the project in February and have a contractor selected by April. This early bid process is necessary due to the lead time required to manufacturer and deliver the sixteen wire ropes.

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Fall Planning 2021

Action Items

December 21, 2021

D R A F T

Discussion Topics

FINANCIAL MODEL

Follow-up:

1. Assume an increased CPI escalator for staff and operational costs
2. Identify all Port costs that go to bridge replacement effort
3. Develop new ways to convey the key points of the 10-Yr. financial model.

FISCAL SUSTAINABILITY

Follow-up:

1. Schedule Commission work session on fiscal sustainability.
Topic list to include:
 - a. Capacity, roles & responsibilities of the Port in the future
 - b. Parameters for fiscal sustainability planning (e.g. expected bridge opening date, definition of “gap”, etc.)
 - c. Projects to build revenue and reduce reliance on bridge tolls
 - d. Options for use of debt and reserve funds
 - e. Definition of % potential reduction goals

HOOD RIVER BRIDGE

Follow-up:

1. Schedule Commission work session on weight limit report in early 2022
 - a. Estimate increased truck trips/weight loads if weight limit increased
2. Identify near-term fiscal and operational impacts of the approach ramp asphalt repair and the wire ropes replacement, vis a vis “Repair” versus “Replacement.”

REPLACEMENT BRIDGE

Follow-up:

1. Schedule Commission work session on Bridge replacement, including:
 - a. Concept Schedule
 - b. Project financing approach(s)
 - c. Grant funding opportunities & strategy
 - d. Debt financing opportunities & challenges
 - e. Etc.

2. Stop work on office upgrade project
3. Include a siting analysis/building programming study for office relocation in the FY23 budget
5. Separately identify costs for bridge replacement and bridge repair in the Bridge R&R Fund. bridge repair and replacement fund
6. Summarize the true costs related to bridge replacement effort
7. Brief Commission on the methodology for assigning personnel time to cost centers (i.e., bridge replacement, waterfront, etc.)

REAL ESTATE DEVELOPMENT

Follow-up:

1. Move forward with grant applications and infrastructure projects
2. Meet with City re Lot #1 zoning including possibility of zone change and steps/timeframe for potential zone change
3. Provide a copy of the prior REAS and have work session with Commission
4. Schedule Work session w/Commission on Lot #1
 - History of Lot #1 planning history
 - Summarize LI and CG zoning requirements/limitations
 - Discuss alternate development options, PAC, Recreation, retail, etc. including trends throughout the planning process and emerging issues or considerations.

KEN JERNSTEDT AIRFIELD

Follow-up:

1. Prepare a summary of key terms of a ground lease to address Commission concerns
2. Forward the SBP community survey to Commission
3. Develop and distribute a survey to assess community interest & issues
4. Consider a community meeting to hear community ideas and perspective
5. Evaluate potential for private partnership opportunities to develop a new FBO
6. Assess market for businesses interested in locating to Airport
7. Schedule Commission work session

ORDINANCE 24

Follow-ups:

1. Prepare draft update to current Ord. 24
 - a. Animal Control- County
 - b. Parking/towing- City
 - c. Directors authorization of individuals for enforcement
2. Finalize for Commission approval

COMMUNICATIONS PLAN

Follow-up Actions:

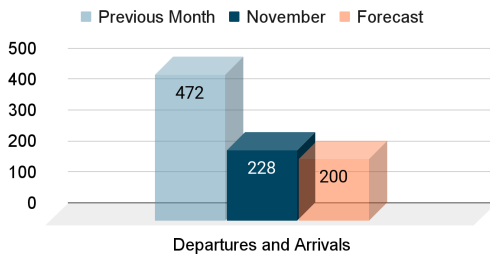
1. Reconsider the use of the term “Equity”
2. Consider use of signage and multiple languages/universal icons/graphics
3. Finalize plan for Commission approval
4. Present budget for Comm Plan year 1 for Spring Planning

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Airport Activity:

November weather has been warmer than normal but wet. There have been a few stretches of sunny days where activity has increased. Many days are in and out of clouds. The overall decrease in operations is consistent with the season.

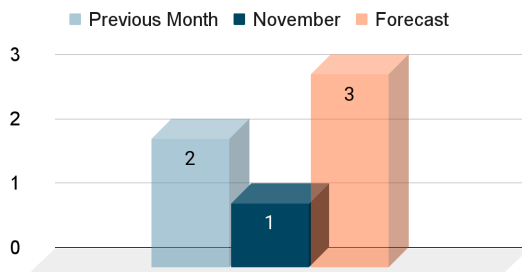
Aircraft Operations



Night Flights:

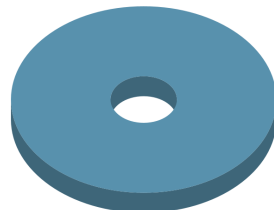
Fire support events are finished for the year. No exercises or large test events were scheduled in November. Normal R&D expected next month.

Night Events



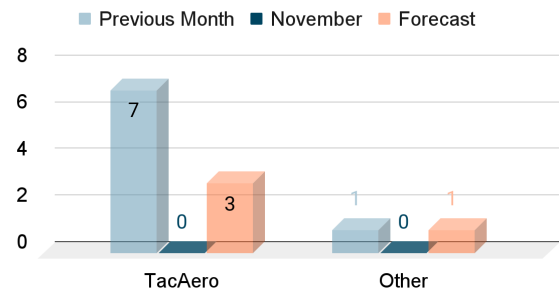
Night Flight Type

● R and D



Flight Training: No dedicated flight training events took place at 4S2 last month. Anticipate this trend for the winter season.

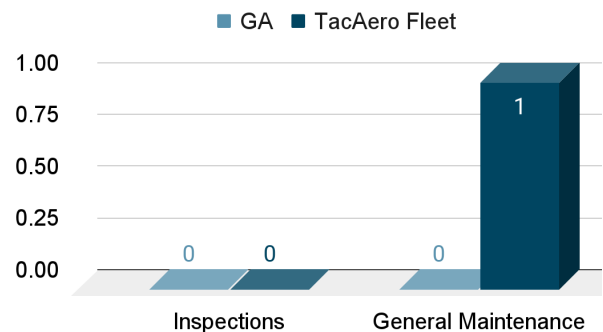
Flight Training Events



Maintenance Activity:

No transient maintenance was requested in November at 4S2. 1 non-scheduled maintenance event performed for TacAero feet aircraft.

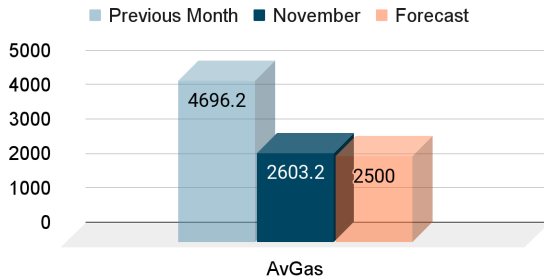
Maintenance Operations



Fuel Sales:

Fuel sales continued to decline in November due to weather and shorter days leading to less GA flying. Sales were still above average from 2020.

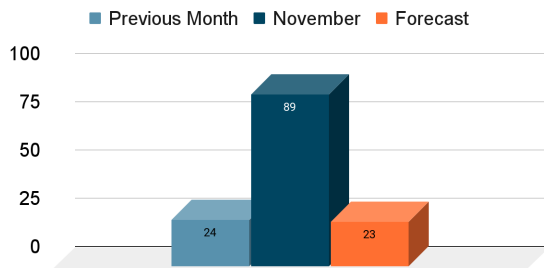
Fuel Sales (Gallons)



Fuel Flowage Fees:

New fuel tank has been delayed at the factory. Anticipate delivery in early 2022. Fuel flowage fee schedule will go into effect at that time. This section will be dedicated to the communication of flowage fees when they are established. The following graphic contains fictitious data but is representative of the information that will be provided.

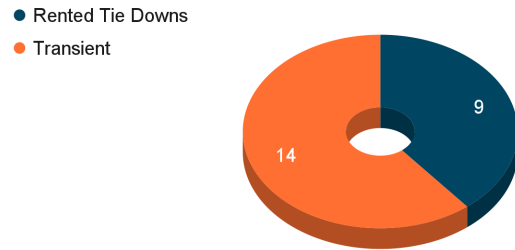
Flowage Fees



Tie Down Activity:

- 23 total spots.
- 39% utilization for October.
- \$140 collected in November

Tie Down Utilization



Noise Feedback:

No noise complaints taken by the FBO in November.

Pilot Feedback:

No pilot feedback supplied to the FBO in November.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25	Green	
Grass Strip	Green	
N. Ramp	Green	
S. Ramp	Green	
S. Gravel	Green	
Taxiways	Green	

Facilities:

	Condition	Notes.
N. Hangars	Yellow	B11, B12, A12 Door damage
S. Hangars	Green	
FBO	Green	Would like to add TacAero FBO signage on the



		ramp side of the FBO building.
MX Hangar		Insulations torn up in the West Bay
Ops Hangar		
Collins Hangar		

Lighting:

- No issues noted with airport lighting. Pilot Controlled Lighting is in operation with no complaints noted.

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